REMARKS/ARGUMENTS

The present Amendment is in response to the Office Action having a mailing date of March 29, 2005. Claims 1-35 are pending in the present Application. Applicant has amended claims 1, 3, 4, 5, 6, 8, 15, and 16. Applicant has also canceled claims 2, 9, and 17-35. Consequently, claims 1, 3-8, and 10-16 remain pending in the present Application.

This application is under Final Rejection. Applicant has presented arguments hereinbelow that Applicant believes should render the claims allowable. In the event, however, that the Examiner is not persuaded by Applicant's arguments, Applicant respectfully requests that the Examiner enter the Amendment to clarify issues upon appeal.

Applicant has amended claims 1 and 8 to incorporate the limitations of claims 2 and 9, respectively. Applicant has amended claims 3-5 to harmonize these claims with the amendments to claim 1. Applicant has also amended claim 8 to replace the term "server process" with the term "server module:. Applicant has amended claims 15 and 16 to harmonize these claims with claims 8 and 1, respectively. Consequently, Applicant has incorporated into claim 15 the limitation that the server receives the first type from the portable digital imaging device. Similarly, Applicant has incorporated new instructions (a) and (b) into claim 16, which correspond to the steps (a) and (b) incorporated into claim 1. Accordingly, Applicant respectfully submits that no new matter is added and no new search is required by these amendments.

Applicant has also amended claims 1, 6, and 16 to remove the redundant phrase "wherein the determining instructions . . . are performed after communication is established between the portable digital imaging device and a sender of the email message in instructions . . ." Claims 1, 6, and 16 also recite the step of "establishing communication to the portable imaging device prior to the determining [steps or] instructions . . . being performed . . ." Consequently, the deleted

"wherein" clause is duplicative. Removal of the wherein clause thus does not narrow the scope of claims 1, 6, and 16. Accordingly, Applicant respectfully submits that no new search is required by this amendment. Further, Applicant respectfully submits that no new matter is added by this amendment.

In the above-identified Final Office Action, the Examiner indicated that claims 6 and 13 were allowed. Applicant welcomes the Examiner's indication that claims 6 and 13 are allowed.

In the above-identified Final Office Action, the Examiner rejected claims 2 and 9 under 35 U.S.C. § 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. In particular, the Examiner indicated that steps in claim 2 should be renumbered. The Examiner also indicated that it was not clear how the server's receipt of the first type of attachment allowed by the digital imaging device from the digital imaging device was related to the remainder of the claims.

Applicant respectfully traverses the Examiner's rejection. Applicant has incorporated the limitations of claims 2 and 9 into claims 1 and 8, respectively. Consequently, Applicant will treat the Examiner's rejection under 35 U.S.C. § 112, second paragraph, as being a rejection of claims 1 and 9. Applicant has incorporated claim 2 into claim 1 and such that the steps of claim 2 are the first steps recited in claim 1. In addition, Applicant notes that claim 1 recites that the server compares the first type of attachment allowed by the digital imaging device to the second type of attachment in the email. Applicant has also incorporated claim 9 into claim 8. Claims 1 and 8 merely indicate how the server receives the (first) type of attachment for comparison. Thus, claims 1 and 8 recite that this type is provided from the portable digital imaging device itself, rather than in another way. Consequently, Applicant respectfully submits that claims 1 and 8 are clear and definite.

The Examiner also rejected claims 1-5, 7-12, and 14-35 under 35 U.S.C. § 103 as being unpatentable over U.S. Patent No. 5,937,160 (Davis) in view of U.S. Patent No. 6,275,882 (Cheever).

For the reasons set forth in the previous response, Applicant respectfully traverses the Examiner's rejection. Claim 1 recites a method for allowing a portable digital imaging device to receive an attachment associated with an email. The method recited in claim 1 includes receiving the attachment and the email message from a sender and receiving the first type from the digital imaging device. The method recited in claim 1 further includes determining whether the first type of attachment allowed by the digital imaging device is the same as the second type of the attachment of the email prior to sending the attachment to the portable digital imaging device, providing the attachment if the first and second types match and refusing to provide the attachment if the first and second types are not the same. Claims 8, 15, and 16 recite analogous server and computer-readable medium claims.

Thus, using the method, servers, and computer-readable medium recited in claims 1, 8, 15, and 16, only those attachments that can be recognized or used by the portable digital imaging device are sent by a server to the portable digital imaging device. Specification, page 10, lines 16-17. The portable digital imaging device will not consume its resources, such as battery power, unnecessarily. Specification, page 10, lines 17-19. Further, the user's time is not consumed unnecessarily. Specification, page 10, lines 19-22. In addition, unnecessary traffic generated by including attachments that cannot be read by the receiving portable digital imaging device may be reduced.

Davis in view of Cheever fail to teach or suggest a method, server, or computer readable medium in which the attachment type(s) of the portable digital imaging device (recipient) are compared to the attachment type(s) of the email before being sent.

Applicant agrees that the cited portion of Davis teaches "when uploading the attachments to email messages [sent to the server]. . . only files of a predetermined type . . . are accepted by the server." Davis, col. 4, lines 9-13. Consequently, the server of Davis is the recipient of email messages sent by another entity. Davis, col. 66-col. 3, line 2. The server accepts only allowed attachments to these email messages. Davis, col. 4, lines 9-13. Thus, the server of Davis apparently accepts or rejects attachments *after* the email message has been sent to the server. In addition, Applicant has found no indication in Davis that the server performs this function for messages other than those email messages sent to the server. Instead, the server of Davis apparently only performs these functions for email messages sent to the server. Thus, Davis teaches that the server accepts or rejects attachments to email messages in which the server itself is a recipient after the email messages are sent to the server.

Davis fails to teach or suggest the method, server, and computer-readable medium recited in claims 1, 8, 15, and 16. The teachings of Davis have to do with the server accepting or rejecting attachments to email messages in which the server is a recipient after the email messages are sent to the server. These teachings are distinct from determining whether the attachment to the email messages is allowed by an entity (a portable digital imaging device) before transmitting the attachment to the entity and transmitting the attachment to the entity only if the type of the attachment is the same as that accepted by the other entity. Stated differently, Davis fails to teach or suggest determining whether the first type of attachment allowed by an entity (the digital imaging device) is the same as the second type of the attachment of the email *prior* to sending the

attachment to the entity. A server *accepting* only certain attachments to email messages sent to the server fails to teach or suggest providing an attachment *to* an entity (the digital imaging device) only if the first and second types match. Similarly, a server *accepting* only those attachments in email messages sent to the server that the server allows neither teaches nor suggests refusing to *provide* the attachment to the portable digital imaging device if the first and second types are not the same.

Further evidence that Davis does not teach or suggest the features of determining, providing and refusing recited in claims 1, 8, 15, and 16 can be found in the flowcharts illustrated in FIGS. 9A and 10 of Davis, and the associated text. For example, FIG. 9A shows that an email is first received at Davis' server in step 202. FIG. 10 then shows that the already received email message is not even examined for an attachment, much less the attachment "accepted" by Davis' server, until step 310, which must occur after the email is received at the server.

Thus, in Davis' arrangement, email attachments are provided to the server regardless of their type in contrast to the requirements of claims 1, 8, 15, and 16 that they be provided if the first type is same as the second type. Moreover, nowhere does Davis teach or suggest that their client devices refuse to provide an attachment to their server based on the type of attachment. Davis, therefore, fails to teach or suggest these features. Consequently, Davis fails to teach or suggest the method, server, and computer-readable medium recited in claims 1, 8, 15, and 16.

The addition of Cheever to the teachings of Davis fails to alter this conclusion. The Examiner has cited Cheever as teaching a portable digital imaging device. The cited portions of Cheever merely discuss using a digital imaging device for email. Applicant has failed to find mention in the cited portions of Cheever of comparing the attachment type to a type allowed by the intended recipient (the portable digital imaging device) *prior* to sending the message to the

recipient. Similarly, Applicant has found no mention in Cheever of providing the attachment to the digital imaging device only if the first type of attachment allowed by the digital imaging device and second type of the email attachment match. Applicant has also found no mention in Cheever of refusing to provide the attachment to the portable digital imaging device if the first and second types are not the same.

Thus, if the teachings of Cheever are added to those of Davis, the email sent to the server might be provided from a portable digital imaging device. However, the functions of the server would not be altered. Thus, the server of the combination of Davis and Cheever would still only determine if the attachment type is allowed after the message has been sent to the recipient (the server) and would merely accept or deny the attachment. Consequently, the combination of Davis and Cheever would still fail to teach or suggest comparing the attachment type to a type allowed by the intended recipient (the portable digital imaging device) *prior* to sending the message to the recipient, providing the attachment *to* the digital imaging device only if the first type of attachment allowed by the digital imaging device and second type of the email attachment match, and refusing to provide the attachment to the portable digital imaging device if the first and second types are not the same. Consequently, Davis in view of Cheever fails to teach or suggest the method, servers, and computer-readable medium recited in claims 1, 8, 15, and 16. Accordingly, Applicant respectfully submits that claims 1, 8, 15, and 16 are allowable over the cited references.

Claims 3-7 and claims 10-14 depend upon independent claims 1 and 8, respectively. Consequently, the arguments herein apply with full force to claims 3-7 and 10-14. Accordingly, Applicant respectfully submits that claims 3-7 and 10-14 are allowable over the cited references.

Applicant's attorney believes that this application is in condition for allowance. Should any unresolved issues remain, Examiner is invited to call Applicant's attorney at the telephone number indicated below.

Respectfully submitted,

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